



SMALL TOWN, BIG BEACH™

Request for Proposals

Requisition No. 2013-0903

INVITATION TO BID DATE: **August 8, 2013**

FOR: **Tennis Professional/ Contractor**

PLACE OF BID OPENING: **City of Gulf Shores, City Hall, 1905 West 1st Street**

PROPOSALS MUST BE RECEIVED BEFORE: **September 3, 2013 at 10:00 A.M. (CST)**

PROPOSALS WILL BE PUBLICLY OPENED: **September 3, 2013 at 10:00 A.M. (CST)**

Sealed proposals will be received by the City of Gulf Shores at the Office of the Purchasing Officer located in Gulf Shores City Hall until the above time and date at which time they will be opened as soon thereafter as practicable.

Grant Brown

Recreation and Cultural Affairs

Department Head

Robert Craft

Mayor

NOTE: For this proposal to be considered responsive, all requested information must be supplied, as appropriate, or the entire proposal may be disqualified. Proposal response must be in ink or typed with original signature. No errors will be corrected after proposals are opened. No prices shall include State or Federal Exercise Taxes; Tax exemption certificates furnished upon request. The City of Gulf Shores reserves the right to accept or reject all proposals or any portion thereof.

ALL PROPOSALS MUST BE RETURNED AS FOLLOWS:

All proposers must use the City's proposal form and show on the envelope "SEALED PROPOSAL," the proposer's name, the name of the proposal, and the opening date and time.

U.S. Postal Service
City of Gulf Shores
Purchasing Division
P.O. Box 299
Gulf Shores, Alabama 36547

Courier (UPS, FedEx, etc.)
City of Gulf Shores
Purchasing Division
1905 West 1st Street
Gulf Shores, Alabama 36542

For questions about the proposal or proposal documents, please contact:
Renee Eberly, Purchasing Officer, at (251) 968-1443 or reberly@gulfshoresal.gov.

PROPOSAL SPECIFICATIONS

I. Introduction

The City of Gulf Shores, Alabama, ("City") is soliciting proposals from qualified contractors to serve as the Tennis Professional/Contractor for the City's highly successful outdoor tennis program.

The services specified within this Request for Proposals (RFP) are for a contractor to provide instruction and oversight for all or a portion of the tennis program options as set forth by the City in Exhibit A of this RFP. Qualified candidates/contractors will be asked to indicate their desire and capacity to successfully facilitate instruction in the following program areas: tennis clinics, leagues, socials, fun playing events or tennis education programs, junior tennis camps/clinics, private and group lessons, etc.

The City will enter into an agreement with the successful candidate/contractor for a period of one (1) year with the option of renewing the agreement for up to four (4) years.

II. General Information and Demographics

The City of Gulf Shores has an estimated population of 10,000 people residing in approximately 23 square miles. The City owns and operates the George C. Meyer Tennis Center featuring 2 outside soft courts, 4 covered soft courts, 12 hard courts, an indoor clubhouse and pro-shop.

III. Selection Process

Proposals will be evaluated and ranked by a Selection Committee based upon information submitted as outlined in **Exhibit C**, Selection Criteria. A short list of contractors may be selected for further evaluation including but not limited to interviews by the Committee.

Negotiations will be held with the contractor ranked the highest by the Selection Committee on the basis of the proposals. If a tentative agreement is reached with the top ranked contractor, the recommendation will be sent to the City Council for approval. Council approval may be subject to successful negotiation of a final agreement. The City and the top ranked contractor will then negotiate the details of the final agreement; Council approval of the award will be obtained; the agreement will be signed; and work may begin after a fully executed agreement is received by both parties. Should the City be unable to reach an agreement with the top ranked contractor, negotiations will commence with the next ranked contractor. This process will continue until a satisfactory contract is negotiated, or the City exercises its right to reject all proposals.

IV. Conditions of Award

It is the intent of the City to award to the most responsive contractor provided the proposal has been submitted in accordance with the requirements of this RFP document, judged to be fair and reasonable. The City and the Selection Committee shall be the sole judge of the contractor's qualifications, and whether the proposal is in the best interests of the City.

The City may conduct such investigations as the City and the Selection Committee considers necessary to assist in the evaluation of any proposal and to establish the responsibility and qualifications of the offers and award in accordance with the RFP documents to the City's and the Selection Committee's satisfaction. The City shall have the right in its sole discretion to terminate the award with or without cause

V. Insurance

- A. Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement, including the following, at a minimum:
 - 1. Worker's compensation insurance as required by law; and
 - 2. Commercial general liability insurance with minimum coverage limits of \$100,000 per person and \$300,000 per occurrence, naming the City of Gulf Shores and the City's officers, employees, and consultants as additional insured. The policy shall be with a carrier and in a form acceptable to the City at the City's sole discretion
- B. Any insurance carried by the City, its officers, or its employees or contractors is excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.
- C. Contractor shall provide to the City a Certificate of Insurance as evidence that required policies are in full force and effect.

VI. Confidentiality

Proposals submitted to the City of Gulf Shores for consideration shall be subject to the Alabama Open Records Act after award is made. Any confidential information in your proposal shall be identified as such. Proposals submitted and terms and conditions specified in each contractor's response shall remain the property of the City of Gulf Shores.

VII. Amendments to this Request for Proposal

The City of Gulf Shores reserves the right to amend this Request for Proposals by an addendum at any time prior to the date set for receipt of proposals. Addenda will be available at Gulf Shores City Hall and on the City's website, www.gulfshoresal.gov. It shall be the responsibility of the contractor to obtain all addenda.

If revisions are of such magnitude to warrant, in the City's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

VIII. Questions

Written questions regarding this Request for Proposal must be addressed by August 27, 2013, in writing or via email to: Renee Eberly, Purchasing Officer, reberly@gulfshoresal.gov.

IX. Additional Information

The City may request additional information as deemed necessary. Failure to provide such information may result in the proposal being considered incomplete.

The City of Gulf Shores reserves the right to reject any and all proposals, to waive any informalities in the proposals received, and to accept the proposal deemed most advantageous to the City.

X. Proposal Submission and Tentative Timeline

Send three (3) copies as instructed on the RFP cover sheet.

Timeline (subject to change):

- Deadline for Questions August 27, 2013
- Deadline for Proposals September 3, 2013 @ 10:00 AM
- Interviews ASAP following Proposal Deadline
- Council Approval September 23, 2013

Exhibit A

SCOPE OF SERVICES

Tennis Professional – Full or Selected Service Tennis Contractor

1. Provide expert tennis instruction for all groups and levels of players.
2. Provide competent private and group lessons using numerous drills and a comprehensive instruction process.
3. Must be a member of the United States Professional Tennis Association (USPTA). Proven equivalent experience and/or certifications may be substituted.
4. Enforce all City of Gulf Shores rules and regulations governing the use of the facility, its equipment, and other property.
5. Maintain a close working relationship with the Tennis Coordinator, Recreation Manager, and all City personnel.
6. Enthusiastically encourage tennis participation by assisting in the planning of events to promote the sport and fellowship in the facility. Prepare tennis clinics, leagues, socials, fun playing events, tennis education programs, etc., for such activities.
7. Devote eight (8) hours a week to the facility during regular business hours in a non-teaching position per the needs of the Tennis Coordinator.
8. Must acquire and maintain an annual City of Gulf Shores Business License.
9. Report needed maintenance of the Tennis Facility.
10. Assist in small maintenance of courts including putting up nets and cleaning courts as needed.
11. Teach a minimum of 4-5 weeks of Junior Tennis Camps/Clinics during the summer.
12. Must provide own balls and small tennis supplies for teaching lessons.

Exhibit B

PROPOSAL SUBMITTAL REQUIREMENTS

1. A cover letter describing your teaching philosophy, experience in reference to the position, and interest in the position.
2. Resume
3. Certifications
4. Five (5) References
5. Proposed lessons, camps, and clinics with brief descriptions and fee schedule.

The City will collect the fees and retain 20%; 80% will be paid to the Contractor. The City is willing to review all offered proposals.

6. Potential Start Date

Exhibit C

SELECTION CRITERIA

1. Experience and Technical Competence
 - a. Qualifications
 - b. Experience in similar settings
2. Proposal and Submittal Requirements
 - a. Information provided in Exhibit B
 - b. Approach to Exhibit B

The Selection Committee will include:

- Recreation and Cultural Affairs Department Director
- Recreation Center Manager
- Tennis Coordinator

The City of Gulf Shores reserves the right to reject any and all proposals, and to waive informalities or any irregularities therein. Any proposal received as a result of this request is prepared at the Proposer's expense and becomes City property and is therefore public record. No proposal may be withdrawn for a period of sixty (60) days after the deadline set for receipt of proposals.

AGREEMENT FOR SERVICES

THIS AGREEMENT, by and between the City of Gulf Shores, Alabama, a municipal corporation hereinafter referred to as the "City," and _____, referred to as "Contractor," witnesseth:

WHEREAS, the City desires to make available to its citizens the services of tennis lessons, such instruction to be performed at the George C Meyers Tennis Center (GCMTTC); and,

WHEREAS, Contractor has held itself out to the City as having the requisite expertise and experience to perform the required services.

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Contractor shall provide tennis lessons to the general public at GCMTTC.
2. The Contractor shall maintain the facilities TO ENSURE THE EFFICIENT AND SAFE OPERATION OF THE FACILITY and COURTS including but not limited to the specific maintenance of the soft courts to the standards and satisfaction of the Tennis Coordinator and the guidelines set forth by the maintenance manual to ensure proper and safe usage. Contractor shall advise the Tennis Coordinator of the materials and equipment believed required for the proper maintenance of the facilities, and such materials and equipment as are determined by the Tennis Coordinator to be required will be made available to Contractor at the expense of the City.
3. The Contractor shall assist the Tennis Coordinator in establishing programs and community activities that will involve residents of all ages and abilities, and shall work with the Community Tennis Association and school system to develop and implement a plan to promote the game of tennis for the benefit of all residents of the area.
4. The Contractor shall assist the Tennis Coordinator to implement and oversee a tennis instructional program for all age groups, and shall facilitate and coordinate league and competitive play throughout the City.
5. The Contractor shall schedule with the Tennis Coordinator in regards to time of lessons, space necessary, and coordinate eight (8) hours of desk time (non-teaching time) during regular business hours as deemed necessary to serve the public.
6. The Contractor shall assist in the development and execution of tennis camps, clinics, special programs, and tournaments under the direction of the Tennis Coordinator.
7. The Contractor will turn in his lesson money DAILY to be deposited with the regular "Tennis" deposit. The amount of the lesson shall be no less than \$_____ per hour for one person,

\$_____ for two to four people, and \$_____ for five or more people. Lesson money payments will be accepted by Contractor only in the form of a check payable to the City of Gulf Shores.

8. The Contractor shall be paid once a month eighty percent (80%) of the total collected lesson money turned in to the City by the Contractor during the previous month.
9. Contractor shall provide the Tennis Coordinator with a Certificate of Insurance demonstrating that Contractor is maintaining worker's compensation insurance as required by law, and general liability insurance coverage, with the City named as additional insured as its interests may appear, with minimum coverage limits of \$100,000 per person and \$300,000 per occurrence.
10. Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss or damage is caused in whole or in part by the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.
11. The Contractor shall act as an independent contractor rather than as an employee of the City, and shall not be entitled to any benefits or coverage afforded by the City to its employees.
12. The Contractor shall at all times act in the best interest of the City. All services to be provided under this Agreement by Contractor are personal services to be performed only by Contractor and Contractor's rights and obligations hereunder may not be assigned or subcontracted in whole or in part.
13. That this Agreement shall remain in full force and effect for one (1) year from the date of the signing of the contract. Either party may elect to terminate this Agreement at any time, with or without cause, effective upon thirty (30) days prior written notice. Notice shall be deemed delivered when physically received or, in the case of notice mailed to the parties at the addresses specified below, when deposited in the U.S. Mail, properly addressed, first class postage prepaid.

IN WITNESS WHEREOF, the Parties have hereunto set their hand and seal this ____ day of _____, 2013.

CITY OF GULF SHORES, ALABAMA

Robert Craft, Mayor

ATTEST:

Mailing Address:
P.O. Box 299
Gulf Shores, AL 36547

CONTRACTOR

Mailing Address:
